

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
TRAVELERS CASUALTY AND SURETY	:
COMPANY as Administrator for RELIANCE	:
INSURANCE COMPANY,	:
	:
Plaintiff,	:
	:
-against-	:
	:
THE DORMITORY AUTHORITY - STATE OF	:
NEW YORK, TDX CONSTRUCTION CORP. and	:
KOHN PEDERSON FOX ASSOCIATES, P.C.,	:
Defendants.	:
	:
-----X	
DORMITORY AUTHORITY OF THE STATE OF	:
NEW YORK and TDX CONSTRUCTION CORP.,	:
Third-Party Plaintiffs,	:
	:
-against-	:
	:
TRATAROS CONSTRUCTION, INC.,	:
Third-Party Defendant.	:
-----X	
TRATAROS CONSTRUCTION, INC., and	:
TRAVELERS CASUALTY AND SURETY	:
COMPANY,	:
Fourth-Party Plaintiffs,	:
	:
-against-	:
	:
CAROLINA CASUALTY INSURANCE	:
COMPANY, <i>et al.</i> ,	:
Fourth-Party Defendants.	:
-----X	

-----X
KOHN PEDERSON FOX ASSOCIATES, P.C., :
 :
Third-Party Plaintiff, :
 :
-against- :
 :
WEIDLINGER ASSOCIATES CONSULTING :
ENGINEERS, P.C., CASTRO-BLANCO :
PISCIONERI AND ASSOCIATES, ARCHITECTS, :
P.C., ARQUITECTONICA NEW YORK, P.C., :
COSENTINI ASSOCIATES, INC., CERMAK, :
PETERKA PETERSEN, INC., JORDAN PANEL :
SYSTEMS CORP., TRATAROS CONSTRUCTION, :
INC. and LBL SKYSYSTEMS (U.S.A.), INC., :
 :
Third-Party Defendants. :
-----X

Third-Party Defendant LBL SKYSYSTEMS CORPORATION i/s/h/a LBL
SKYSYSTEMS (U.S.A.), INC., (“LBL”) by its attorneys, Thelen Reid Brown Raysman &
Steiner LLP, in answer to the Cross-Claims of Third-Party Defendant COSENTINI
ASSOCIATES, INC. (“Cosentini”) dated March 26, 2008, alleges as follows:

AS TO THE CROSS-CLAIM

1. The allegations contained in paragraph 46 are conclusions of law and/or Cosentini’s characterization of its case to which no response is required; to the extent that they may be deemed allegations of fact, LBL denies the truth of the allegations contained therein.
2. The allegations contained in paragraph 47 are conclusions of law and/or Cosentini’s characterization of its case to which no response is required; to the extent that they may be deemed allegations of fact, LBL denies the truth of the allegations contained therein.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

3. Cosentini has failed to state a cause of action for which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

4. Article 14 of the New York Civil Practice Law and Rules has no application to the primary claims brought against Third-Party Defendant Cosentini.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

5. Any damages allegedly sustained by Cosentini were caused in whole or in part by Cosentini's own culpable conduct, as a result of which Cosentini's claims are therefore barred or diminished in the proportion that such conduct caused Cosentini's alleged damages.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

6. Third-Party Defendant Cosentini participated in the activities and wrongs giving rise to the claims against it and thus is not entitled to indemnification.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

7. Cosentini's claims are barred by the doctrine of laches.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

8. The claims asserted by Cosentini are barred by the doctrine of waiver.

AS AND FOR AN SEVENTH AFFIRMATIVE DEFENSE

9. The claims asserted by Cosentini are barred by the doctrine of release.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

10. Cosentini's claims are barred by the doctrine of estoppel.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

11. Cosentini's claims are barred by the applicable statute of limitations.

AS AND FOR AN TENTH AFFIRMATIVE DEFENSE

12. The claims asserted by Cosentini are barred by the doctrine of unclean hands.

AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE

13. The claims asserted by Cosentini are barred by the doctrine of avoidable consequences.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

14. The claims asserted by Cosentini are barred by Cosentini's failure to abide by the terms and conditions of the applicable contracts.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

15. LBL reserves the right to rely upon any and all additional defenses available to all co-defendants, Third-Party Defendants, and other parties to the above-captioned litigation.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

16. LBL reserves the right to rely upon any and all additional defenses as discovery progresses in the within litigation.

Dated: New York, New York
April 22, 2008

Respectfully submitted,

THELEN REID BROWN RAYSMAN & STEINER LLP

By: s/ Richard P. Dyer
Richard P. Dyer
Attorneys for Third-Party Defendant
LBL Skysystems Corporation
875 Third Avenue
New York, New York 10022
(212) 603-2000

TO: ECF SERVICE LIST